

Laurens-Marathon CSD

Laurens-Marathon EA

7/1/2006 6/30/2007

Master Agreement

Between

**LAURENS-MARATHON
COMMUNITY SCHOOL DISTRICT**

And

**LAURENS-MARATHON EDUCATION
ASSOCIATION**

July 01, 2006—June 30, 2007

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ARTICLE I

DEFINITIONS

A. REPRESENTATION

The Laurens-Marathon Education Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Laurens-Marathon Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 9th day of July, 1992 (Case No. 4624), whether under verbal or written contract or on leave. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such parties are principally supervisory and should be excluded.

The bargaining unit described in the above certification is as follows:

INCLUDE: All regular full-time and part-time professional employees of the Laurens-Marathon Community School, including: classroom teachers, grades Preschool-12, librarian, special teachers, Title I teachers, guidance counselors, and athletic director.

EXCLUDE: The Superintendent of schools, all principals, district secretaries, non-professional employees, and all others excluded by Section 4 of the Act.

B. BOARD

The term "Board" or "Employer," as used in this Agreement, shall mean the Board of Education of the Laurens-Marathon Community School District or its duly authorized representative(s) or agent(s).

C. EMPLOYEE

The term "Employee," as used in this Agreement, shall mean a (all) person(s) represented by this Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

D. ASSOCIATION

The term "Association," as used in this Agreement, shall mean the Laurens-Marathon Education Association or its duly authorized representative(s) or agent(s).

E. WORK DAY

The term "Work Day," as used in this Agreement, shall mean a day when bargaining unit employees are required to be at their workstations.

F. GRIEVANT

The term "grievant," as used in this Agreement, shall mean the employee, group of employees, or Association filing a grievance.

G. GRIEVANCE

The term "grievance," as used in this Agreement, shall mean a claim by a grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.

ARTICLE II

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

B. THE ASSOCIATION'S RIGHT TO REPRESENT

The Association may process and/or continue a grievance through all levels of the procedure whether or not there is an individual employee who wishes to do so and shall continue within the established timelines.

C. INDIVIDUAL RIGHTS

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. TIMELINES

1. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The failure of the appropriate administrator to render a decision within the specified time limits shall permit the grievant to proceed to the next step.
2. If the deadline for any of the time periods of this Article falls on a weekend, holiday, or vacation as designated by the school calendar, the deadline will automatically be extended to the next teacher work day.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure during the current school year, efforts will be made to resolve said grievance during the summer. Unresolved grievances under this clause shall be considered at the beginning of the year.

E. STEP 1

An attempt will be made to resolve any alleged grievance in an informal, verbal discussion between the grievant and the building principal.

F. STEP 2

Within ten (10) work days following the informal meeting (Step 1), the grievant will present the grievance in writing to the building principal, who will arrange for a meeting to take place within ten (10) work days after receipt of the grievance. The grievant and/or Association and the building principal shall be present for the meeting. The building principal shall provide the grievant and the Association with a written answer to the grievance within ten (10) workdays after the meeting. Such answers shall include the reasons upon which the decision was based.

G. STEP 3

If the grievant is not satisfied with the disposition of his/her grievance at Step 2, the grievance may be referred to the Superintendent or his/her official designee within ten (10) workdays of the reply of Step 2. The Superintendent shall arrange for a conference with the grievant and/or the Association, which shall take place within ten (10) workdays of the Superintendent's receipt of appeal. The Association shall have the right to include in the conference such witnesses and representatives as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the conference, the Superintendent shall provide his/her written decision, together with the reasons for the decision, to the Association within ten (10) workdays.

H. STEP 4

1. Submission to Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 3, he/she may request that the Association submit his/her grievance to binding arbitration within ten (10) workdays of the receipt of Step 3 reply. If the Association determines that the grievance has merit, it may submit the grievance to arbitration by written notice to the Superintendent or the Board of Education. Such notice shall be given within ten (10) workdays of the receipt of the request from the grievant.

2. Selection of the Arbitrator

Within ten (10) workdays after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request shall be made to the Public Employment Relations Board for a list of five (5) arbitrators listed with the American Arbitration Association by the moving party. Within ten (10) workdays of receipt of the Public Employment Relations Board list, the parties shall determine by lot the first strike and shall then alternately strike names until one remains. He/she shall be the arbitrator. Other than the selection, the parties shall be bound by the rules and procedures of the American Arbitration Association.

3. Power of the Arbitrator

The arbitrator selected will confer with the representatives of the Board and the Association, hold hearing(s), and issue his/her decision not later than thirty (30) calendar days from the date of the closing of the hearings, or, if oral hearings have been waived, from the date of the final statements, proofs, and/or briefs.

4. Cost of Arbitrator

The costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association.

I. NO REPRISALS

No reprisals of any kind will be taken by the Board, the school administration, or their representatives against any bargaining unit member because of any participation in this grievance procedure.

J. COOPERATION OF BOARD AND ADMINISTRATION

The Board and the administration shall cooperate with the Association in its investigation of any grievance and, further, shall furnish the Association with information as is requested for the processing of any grievance. The Association shall pay for the actual cost of the materials and supplies of the requested information and, if requested by the administration, will use as many members as necessary to gather requested information.

K. GRIEVANCE FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE III

PAYROLL DEDUCTIONS

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organizational dues, fees, and donations. The form of the assignment shall be set forth in Appendix C.

B. REGULAR DEDUCTION

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one-eleventh (1/11th) of the total amount authorized from the regular salary check of the employee each pay period for eleven (11) pay periods, beginning on October 20 and ending on August 20.

C. PRORATED DEDUCTION

Employees who begin deduction after October shall have the total amount prorated on the basis of the remaining pay periods through August 20.

D. DURATION

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) contract days following each regular pay period and a listing of the employees for whom deduction was made. The Association will indemnify, defend and hold harmless the district for any loss arising out of the provisions of this Article.

ARTICLE IV

VACATIONS AND HOLIDAYS

A. HOLIDAYS

The Board shall provide the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the above holidays except for the high school band director or suitable designee who will direct, if asked, at Memorial Day Services. If the band director directs on Memorial Day, this will be considered as one extra-duty assignment.

B. VACATION PERIODS

The Board shall provide the following vacation periods:

1. Christmas vacation will be at least from and including the 24th of December through and including January 2nd.
2. President's Day.
3. Spring vacation will be at least the Friday before Easter.

C. DEFINITIONS

The above vacations are not paid. No work shall be assigned on those days.

ARTICLE V

HOURS OF WORK

A. WORKLOAD

1. The workday shall consist of no more than eight (8) consecutive hours per day **(8:00 a.m. – 4:00 p.m. on Monday – Thursday.)** On Fridays and days preceding holidays or vacation periods, the workday shall end after the buses have left the building.
2. The administration may hold a reasonable number of meetings (not to exceed eighteen (18) meetings a year) extending no longer than sixty (60) minutes after the student dismissal time and no sooner than thirty (30) minutes prior to the start of the normal workday. Meetings shall be defined as full faculty building level meetings, excluding smaller group meetings.
3. An employee will be allowed to leave at the end of the students day when participating in a school-sponsored night activity.

B. DUTY-FREE LUNCH

Teachers may be assigned supervisory duties during the student's lunch period provided a "duty-free" period is provided to the teacher immediately preceding or following the period in which the supervisory duty was assigned.

C. PLANNING TIME

Each employee shall have an average of forty (40) minutes per day each week of non-assigned time for planning to be scheduled during the student contact day unless otherwise mutually agreed upon or unless paid extra-curricular duties during the school day conflict with the planning time.

D. PARENT/TEACHER CONFERENCE TIME

Employees will be expected to attend and contribute to a reasonable schedule of parent/teacher conferences after the normal workday.

E. TEACHER WORKDAY

One day, exclusive of Saturdays, Sundays, and school holidays, between the first and second semester will be designated as a work day for teachers and counted as an in-service day. This day will not be used for more than two hours of meetings unless mutually agreed upon by the Laurens-Marathon Education Association and the building level or central office administration of the Laurens-Marathon School District.

ARTICLE VI

SICK LEAVE

A. ACCUMULATION BENEFITS

Each employee shall be provided ten (10) sick leave days for the first year of employment. Each school year thereafter, one (1) additional day of sick leave will be granted to the employees up to a maximum of fifteen (15) days. Unused sick leave shall be accumulated from year to year with maximum accumulation of one hundred twenty (120) days. An employee on an extended contract shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract.

1 ST Year	10 days of sick leave
2 nd Year	11 additional days
3 rd Year	12 additional days
4 th Year	13 additional days
5 th Year	14 additional days
6 th Year	15 additional days
and subsequent years	

B. NOTIFICATION OF ACCUMULATION

Each employee shall be given written accounting of his/her accumulated sick leave days no later than September 5th of each school year.

C. FAMILY ILLNESS

An employee shall be excused without loss of pay for seven (7) days annually in the event of illness or injury in the family (spouse, children, siblings, employee's parents, father/mother-in-law, son/daughter-in-law and brother/sister in-law), which days shall be deducted from the employee's sick leave.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. PAID LEAVE

Employees shall be entitled to the following annual temporary leaves of absence at full salary, which leaves may be used in one-half (1/2) day increments.

1. Personal

Each employee shall have two (2) days to be used for the employee's personal affairs without loss of pay. No more than two (2) persons from each level, (elementary, middle, and senior) shall be gone on any one (1) day. Personal leave shall not be taken immediately before or immediately after a holiday or a vacation or during the last fifteen (15) school days unless granted at the discretion of the Administrator.

An employee planning to use a personal leave day or days shall notify his/her principal at least five (5) school days in advance, if possible. The employee shall not be required to give a reason for the use of a personal leave day. If an employee does not use their personal leave during the year, they shall be paid fifty dollars (\$50.00) per day for any unused days.

2. Jury and/or Legal

An employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the school board.

Employee's personal legal matters shall be excluded from this leave.

When an employee is excused from jury duty, either temporarily or permanently with more than one-half (½) working day remaining, the employee shall promptly report to the principal and shall complete the remaining day, if required.

3. Professional

Each employee shall have two (2) days to be used for professional leave related to academic/teaching areas, which days shall be credited to the employee as of the first official work day of the school year.

One additional day of professional leave will be available to high school varsity level coaches (sport or non-sports) for the use of attending instructional conferences, clinics, or tournaments. Such instructional conferences or clinics must be relative to the activities a respective individual is coaching. (This does not include attendance at competition events in which Laurens-Marathon students are participating.)

Two (2) teachers per level (elementary, middle, senior) will be allowed professional leave on one (1) day. More teachers may be granted leave depending on the availability of substitutes as determined by the principal.

The employee shall request such leave seven (7) calendar days or five (5) school days in advance of the leave.

4. Bereavement

Five (5) days of bereavement leave will be granted an employee in the event of death of the employee's spouse, parent, child or sibling. Three (3) days of bereavement leave will be granted an employee in the event of death of the employee's grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparent-in-law.

An employee shall be allowed one additional (1) day per year, which may be taken in ½ day increments.

Good cause leave may be requested for an employee's attendance at other funerals.

B. UNPAID LEAVE

Other temporary leaves of absence requested in writing by the employee without pay may be granted in writing by the Administration for good cause.

C. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A of the Article shall be in addition to any sick leave to which the employee is entitled.

D. ASSOCIATION BUSINESS LEAVE

At the beginning of each school year, the Board will credit the Association with four (4) days of paid leave for the transaction of Association business, to attend conferences, conventions, and for other activities of the local, state, and national affiliated organizations. The Association shall provide advance notice of when those leave days will be used and who will use them. Association leave days may be used in increments of one-half (1/2) day.

E. ASSOCIATION OFFICER/STAFF LEAVE

A leave of absence without pay shall be granted to an employee for the purpose of serving as an officer of the state and national affiliates for a period not to exceed two (2) years. The same leave of absence shall be granted to an employee for the purpose of serving on their state and national staff for a period not to exceed one (1) year. Upon return from such leave, the employee shall be advanced one (1) year (step) on the salary schedule from their current placement and shall maintain the same fringe benefits that he/she would have had at the time of leave.

F. GRIEVANCE PARTICIPATION LEAVE

In addition to the above Association leave days, grievance arbitration could be held during the workday with no loss of pay to any employee, if all parties agree.

G. The provisions of the Family Medical Leave Act are hereby incorporated into this Agreement by reference as if set out in full. The inclusion shall in no way reduce or adversely impact any other provisions of this Agreement.

ARTICLE VIII

TRANSFER PROCEDURES

A. DEFINITIONS

1. The movement of an employee to a different assignment, grade level, subject area or building shall be considered a voluntary transfer.
2. The movement of an employee to a different assignment, grade level, subject area or building not initiated by the employee shall be considered an involuntary transfer.

B. NOTIFICATION OF VACANCIES

Employees shall be notified of vacancies occurring within the bargaining unit when they occur as follows:

1. Vacancies occurring after August 31 and before May 16: posting on the Association bulletin board and/or announced in the Superintendent's weekly bulletin.
2. Vacancies occurring after May 15 and before September 1: posting on the Association bulletin board and written notice to the Association president and/or designee.

C. FILING REQUEST

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the building or buildings to which the employee desires to be transferred, in order of preference. Requests will be kept on file until September 1, at which time the employee must renew their request.

D. NOTICE

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than June 1, except in case of emergency.

E. PROCEDURE

1. Voluntary Transfer

In the determination of requests for voluntary transfer and/or reassignment, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. The employee will be given reasons of denial of a transfer in writing. If more than one employee with certification has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of education, seniority, and formal evaluation.

2. Involuntary Transfer

If the involuntary transfer or reassignment is necessary, employees will be transferred on the basis of their certification, seniority, education, and formal evaluation.

F. MEETING AND APPEAL

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Association representative, if requested, and the Superintendent, at which time the employee shall be given written reason(s) therefore.

G. PRIORITY IN REASSIGNMENT

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE IX

STAFF REDUCTION PROCEDURES

In the event the Administration determines it is necessary to recommend to the Board of Directors staff reduction, or in the event the Board of Directors direct the Administration to reduce staff, the following procedures shall be utilized:

- A. The Board shall attempt to accomplish staff reduction by attrition.
- B. In the event necessary reduction in staff cannot be accomplished by attrition, any teacher holding a temporary or emergency certification will be terminated first unless needed to maintain academic program.
- C. If staff reduction still has not been accomplished; the remaining employees to be laid off will be determined by the Administration on the basis of certification, education, seniority and formal evaluation.
- D. Recall
Employees shall have recall rights in reverse order of layoff for twenty-four (24) months from the teacher's last day of work to any position for which he/she is or becomes qualified.

Employees on recall shall advise the Superintendent of their current address during the recall period.

An employee shall be notified of recall in writing by the District by personal delivery or by registered or certified mail to the last known address furnished to the Board by the employee. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) days (calendar) of receipt of the notice. If the employee fails to respond within the ten (10) day period, the employee will be deemed to have refused the position offered.

Any employee exercising their recall rights shall be placed on the next available sequential step of the salary schedule with restoration of sick leave and benefits earned up to the time of layoff. If the employee accrued any education or teaching experience during the time of their layoff, they will receive the appropriate advancement on the salary schedule according to Article XI WAGES AND SALARIES, D.1. Advancement on Salary Schedule.

- E. Seniority Defined
Seniority shall be defined as continuous employment in the Laurens-Marathon Community School District or its predecessors. Approved leaves shall not affect seniority.
- F. Seniority Determination
Seniority shall be District-wide and shall be computed from the date the employee signed his/her individual contract. Employees who work halftime (1/2) or less shall receive prorated seniority. If two (2) or more employees have the same seniority date, the relative order of seniority, for purposes of this Agreement shall be determined by drawing lots.

G. Seniority List

No later than September 30 of each school year, the Board shall post on all Association bulletin boards and deliver to the Association a list showing the seniority of each employee employed by the Board. The Board will, thereafter, immediately notify the Association of any changes in said list or its contents.

ARTICLE X

EMPLOYEE EVALUATION PROCEDURES

A. Teacher's Defined

1. **Beginning teacher (Initial License):**

A beginning teacher is defined as an individual new to the profession in his/her first and second year of teaching. A beginning teacher will be evaluated two times annually for their first two years using the district approved instrument providing feedback to the teacher on their progress toward meeting the Iowa Teaching Standards. A beginning teacher will be required to participate in the district "Mentoring and Induction" program for two years. (This will be considered their "Individual Professional Development Plan" for their first two years.) By April 1 of their second year, the state approved "Summative Evaluation Form" will be completed along with the recommendation for licensure decisions.

2. **Career Teacher new to the district (holds a minimum of a "Standard License"):**

A teacher who has successfully completed a probationary period in another school district and accepts a position at Laurens-Marathon Community School will be on "probationary status" for a period of one year pursuant to Board Policy 405.9. During this period, the teacher will develop an "Individual Career Development Plan" to be worked on during the year and receive a "Performance Review" two times each year while on probationary status.

3. **Career Teacher at Lauren-Marathon (holds a minimum of a "Standard License"):**

A non-probationary teacher with one or more successful years at Laurens-Marathon Community School. A teacher who is in this category will annually develop an "Individual Career Development Plan" and receive a "Performance Review" at least once every three years. (A "Performance Review" may be conducted more frequently if deemed necessary by the administration.)

B. Orientation Procedures

1. For those individuals new to the district who are required to develop "Individual Career Development Plans," orientation to the procedures shall be conducted by September 15 by the superintendent/designee.
2. For those individuals who will be completing a "Performance Review," orientation to the procedures shall be conducted by September 15 by the superintendents/designee.

C. **Individual Career Development Plans**

1. The evaluator and the teacher shall establish a mutually agreed upon time by April 1 of each year for an "Annual Conference" to review the teacher's progress in meeting the goal(s) in the plan. A copy of the "Individual Career Development Plan Annual Update", completed by the teacher, will be provided to the administrator one calendar week prior to the scheduled date of the "Annual Conference." At the conclusion of the meeting, a copy of the "Annual Update" shall be signed and dated prior to being placed in the teacher's personnel file.
2. By April 15 of each school year, each Career teacher shall develop for consideration an "Individual Career Development Plan" based on the Iowa Teaching Standards, the District Career Development Plan, the district's student achievement goals and the needs of the teacher for the following school year.
3. By April 30, the evaluator will meet with the teacher to review the plan, approve, disapprove or jointly modify the plan as needed. If revision is necessary, approval of the revised plan shall occur within 20 school days of its final submission. Both the teacher and evaluator will have a copy of the approved plan.
4. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.

D. **Performance Review**

1. Each career teacher shall have a "Performance Review" once every three years. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.
2. The teacher and evaluator shall meet informally, when requested by the teacher, to review the teacher's documentation and identify the teacher's status in documenting successful achievement in meeting the eight Iowa Teaching Standards.
3. Each teacher will submit evidence (from within the past 3 years) supporting each of the Iowa Teaching Standards along with personal reflection on each standard at least 2 weeks prior to their scheduled "Summative Performance Review" conference date.
4. ***Classroom Observations***
 - a) No observations shall be conducted the day before or after a day of vacation. Observations shall be for a continuous length of time, no shorter than 30 minutes or longer than 90 minutes.
 - b) During the school year of the teacher's "Performance Review," the evaluator and teacher shall mutually agree upon dates for a pre-observation conference and observation. The pre-conference must be at least two days prior to the observations

5. ***Summative Performance Review***

- a) The evaluator shall complete the “Career Performance Review Instrument” and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed “Career Performance Review” at least one day prior to the meeting.
- b) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher begin discussion of future career goals that might be included in the next “Individual Career Development Plan.” This conference can be included as part of the “Summative Review” conference in those situations when the evaluator has no major concerns regarding the teacher’s performance. Both the evaluator and the teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.
- c) If an evaluator indicated that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence (or lack thereof) used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.
- d) In the event that one or more of the Iowa Teaching Standards is NOT being met, a new “Individual Career Development Plan” shall be created that focuses on the Iowa Teaching Standards not met. Both the evaluator and teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

ARTICLE XI

WAGES AND SALARIES

A. REGULAR SALARY SCHEDULE

The regular salary of employees covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement.

B. PLACEMENT ON SALARY SCHEDULE

1. New employees may be given full credit on the employee salary schedule taking into consideration previous teaching experience in a duly accredited school. Full educational lane credit shall be given for undergraduate and graduate school credit.
2. New hires without previous teaching experience shall be placed at the base step of the lane appropriate to their education.
3. Part-time bargaining unit employees are eligible for placement on the salary schedule on a pro-rated basis.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments
Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the District for ninety (90) or more days of one (1) school year.
2. Educational Lanes
Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding incremental step on the higher lane. Educational lane movement shall include the vertical increment advancement, if available.

The employee shall file a transcript of suitable evidence of additional education with the Superintendent by September 1 of that year.

D. CAREER INCREMENTS

An employee who reaches the highest incremental step (maximum salary) on his/her training lane shall receive an annual longevity payment of two percent (2%) of the BA Base on the regular salary schedule, which shall begin with the second year on the highest incremental step (maximum salary).

E. METHOD OF PAYMENT

Each employee may be paid in twelve (12) equal installments on the twentieth (20th) of each month. Each employee will receive his/her check at the employee's regular building and on regular school days, with the option of having their payroll checks automatically deposited by the district. Should the twentieth (20th) fall on a weekend, holiday, or vacation, the employee shall be paid on the last preceding workday. Employees may choose to receive their June, July,

and August payroll checks in June with the following exception. If, at the discretion of the Superintendent and/or School Board, the district would have to borrow money to make these requested payrolls, the requests shall be denied. To be eligible to receive June, July, and August payrolls in June, such requests must be submitted in writing to the Board Secretary prior to May 1st of each respective year.

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee, for receipt on or before the pay period days listed above.

F. EXTRA PERIOD COMPENSATION

An employee who is assigned an extra pupil-teacher contract period on an irregular basis shall be compensated at eight dollars (\$8.00) per 25-minute period of kindergarten, eight dollars (\$8.00) per 30-minute period for grades 1-5, and ten dollars (\$10.00) per period for grades 6-12 for additional workload on that day.

G. EXTENDED CONTRACTS

An employee who provides professional services on days beyond the regular school year (Section A) shall be compensated at a percentage of the BA base salary.

H. PHASE I AND II

Phase I All of Phase I teachers shall receive the minimum amount needed to raise their salary to twenty-three thousand dollars (\$23,000.00). Any surplus Phase I money will roll into the Phase II pool.

Phase II The Phase II and the unused Phase I funds shall be distributed to the staff in the same manner as they were distributed during the 1992-93 school year.

ARTICLE XII

SUPPLEMENTAL PAY

A. SCHEDULE

1. The supplemental activities listed on Schedule B are official school-sponsored activities.
2. Employees in supplemental duty activities shall be compensated according to the rate of pay on Schedule B or other stipulations listed therein.

B. SUPPLEMENTAL EVALUATION PROCEDURE

Employees participating in supplemental activities will be evaluated utilizing the extra duty evaluation form, and this evaluation will remain separate from the employee's academic formal evaluation.

C. ADDITIONAL EXTRA DUTIES

All teachers will perform three (3) extra duties. In exchange for performing three (3) extra duties, faculty members will receive two family passes to any home school activity that is good for the whole school year. Sign-up procedures will be designed by the principals with input from the faculty. The fourth (4th) and any following duties will be paid at the rate of fifteen dollars (\$15.00) each. Track meet duties previously performed by school staff are excluded from the three (3) limit.

D. MILEAGE REIMBURSEMENT

The mileage paid to teachers who use their own vehicles for school use will be \$.29 a mile.

ARTICLE XIII

INSURANCE

A. COVERAGE

Certificated personnel shall be eligible for group insurance and health benefits. Employees new to the District shall be covered by Board-provided insurance on their date of hire.

B. DESCRIPTIONS

Descriptions of all Board-provided insurance coverage shall be provided each employee, which shall include a clear description of conditions and limits of coverage.

C. CONTINUATION

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

D. SELECTION OF CARRIERS

All insurance program carriers shall be selected jointly by the Board and the Association and shall remain carriers until mutual agreement to change carriers is reached between the Board and the Association. The open enrollment period shall be jointly established by the Board, the Association, and the insurance carriers, and shall include opportunities for summer pre-enrollment and fall open enrollment. No reduction in benefits shall occur because of a change in carriers.

E. BOARD-PROVIDED INSURANCE PROGRAMS

1. Health and Major Medical

The district's share of health insurance expense will be \$472.00 per month for full-time teachers. Part time teachers will receive a pro-rated amount. The teacher may use the difference between the single insurance plan and \$472.00 for family insurance. In lieu of family health insurance, the employee may use up to \$80.00 for any pre-taxable benefit offered through Laurens-Marathon Community School. Teachers who choose not to utilize any health insurance can receive \$80.00 per month for any pre-taxable benefit offered through Laurens-Marathon Community School.

Teachers married to each other within the district shall be allowed to combine their insurance benefits.

2. Disability

Each employee shall be covered by a long-term disability insurance program, fully paid by the Board, that provides coverage of sixty-seven percent (67%) of the employee's total contracted salaries.

3. Auto Liability

Each employee requested or required to use his/her personal vehicle in his/her assigned duties shall be covered by vehicle liability insurance fully paid for by the Board.

ARTICLE XIV

COMPLIANCE CLAUSES AND DURATION

Laurens-Marathon Education Association

By: Marcia Kay
President

By: Alan Petersen
Representative

Date: April 12, 2006

Laurens-Marathon Board of Education

By: Burt K. Bagdal
President

By: Nancy L. Fuchs
Representative

Date: June 12, 2006

ARTICLE XV

HEALTH AND SAFETY PROVISIONS

A. BLOOD BASED PATHOGENS

The employer shall include in its Blood Borne Pathogens Exposure Control Plan Hepatitis B vaccination, post-exposure evaluation, and follow-up evaluation and counseling for all employees who do not hold a position or job classification required to be listed in the employer's Blood Borne Pathogens Exposure Control Plan but who nevertheless in the course of their employment experience an exposure incident.

B. SAFETY PROVISIONS

In all cases in which a school official is notified of a bomb threat, the affected building(s) shall be closed by the Superintendent and all employees and students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be requested to search for a bomb.

C. INCLEMENT WEATHER

When inclement weather presents a hazard to the safety of students and employees, and the administration decides to shorten or cancel the instructional day, employees will not be required to report to, or remain at, school when the students are not present. Exception: If school is dismissed early, the school administration may assign staff members to help supervise buses and monitor communication systems until all children have arrived at their respective homes in a safe manner.

			APPENDIX A			
LAURENS-MARATHON SALARY SCHEDULE						
			2006-2007			
BASE =	23830					
STEP	BA	BA+15	BA + 30	MASTERS	MA + 15	MA + 30
One	23830	24545	25260	25975	26690	27405
Two	24724	25439	26153	26987	27702	28417
Three	25617	26332	27047	28000	28715	29430
Four	26511	27226	27941	29013	29728	30443
Five	27405	28119	28834	30026	30741	31456
Six	28298	29013	29728	31039	31753	32468
Seven	29192	29907	30622	32051	32766	33481
Eight	30085	30800	31515	33064	33779	34494
Nine	30979	31694	32409	34077	34792	35507
Ten	31873	32588	33302	35090	35805	36519
Eleven	32766	33481	34196	36102	36817	37532
Twelve	33660	34375	35090	37115	37830	38545
Thirteen		35268	35983	38128	38843	39558
Fourteen		36162	36877	39141	39856	40571
Fifteen				40154	40868	41583
Sixteen					41881	42596
Seventeen					42894	43609

Lanes each increase by 3% of the base which equals \$714.90
 BA, BA+15, BA+30 steps increase by 3.75%, equals \$893.63
 MA, MA+15, MA+30 steps increase by 4.25%, equals \$1,012.78

Summer VoAg (25% of base) = 5958
 Summer HS Counseling (8% of
 base)= 1906
 Library (2 % of base) = 477

APPENDIX B							
2006-2007 LAURENS-MARATHON EXTRA DUTY SCHEDULE							
Base Salary	23,830						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Head FB/BKB/WR/VB	12.0%	12.5%	13.0%	13.5%	14.0%	14.5%	15.0%
	\$2,860	\$2,979	\$3,098	\$3,217	\$3,336	\$3,455	\$3,575
Head BSB/ISB/TR/Combined CC	10.0%	10.5%	11.0%	11.5%	12.0%	12.5%	13.0%
	\$2,383	\$2,502	\$2,621	\$2,740	\$2,860	\$2,979	\$3,098
Asst. HS WR/FB/BKB	8.5%	9.0%	9.5%	10.0%	10.5%		
	\$2,026	\$2,145	\$2,264	\$2,383	\$2,502		
Asst. HS BSB/VB/TR/SB/	7.5%	8.0%	8.5%	9.0%	9.5%		
Head Speech	\$1,787	\$1,906	\$2,026	\$2,145	\$2,264		
Golf/CC Individual Teams	6.0%	6.5%	7.0%	7.5%	8.0%		
	\$1,430	\$1,549	\$1,668	\$1,787	\$1,906		
Cheerleader/Asst. SP/	5.0%	5.5%	6.0%	6.5%	7.0%		
Drill Team	\$1,192	\$1,311	\$1,430	\$1,549	\$1,668		
JH VB/FB/WR/TR/BB/	4.0%	4.5%	5.0%	5.5%	6.0%		
HS Play/Yearbook	\$953	\$1,072	\$1,192	\$1,311	\$1,430		
HS Band/HS Vocal	10.0%	10.5%	11.0%	11.5%	12.0%		
	\$2,383	\$2,502	\$2,621	\$2,740	\$2,860		
Jr. Class	3.0%	3.5%	4.0%	4.5%	5.0%		
	\$715	\$834	\$953	\$1,072	\$1,192		
Sr. Class	2.0%	2.5%	3.0%	3.5%	4.0%		
	\$477	\$596	\$715	\$834	\$953		
Athletic Director	12.0%	12.5%	13.0%	13.5%	14.0%		
	\$2,860	\$2,979	\$3,098	\$3,217	\$3,336		
Weight Room	8.0%	8.5%	9.0%	9.5%	10.0%		
	\$1,906	\$2,026	\$2,145	\$2,264	\$2,383		

In the event that a position is divided, the rate of pay will be based on the employee who is the highest on the Extra Duty Schedule

APPENDIX C

AUTHORIZATION FOR PAYROLL DEDUCTION FOR LAURENS-MARATHON EDUCATION ASSOCIATION

First Name Initial Last Name

I. DUES

I hereby request and authorize the Board of Education of the Laurens-Marathon Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of: Laurens-Marathon Education Association. Affiliate of the UniServ Unit Ten, ISEA, and NEA.

II. OTHER

I hereby request and authorize the Board of Education of the Laurens-Marathon Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, the amounts below according to the schedule below to be remitted as indicated below:

Amount	Payment Schedule	To Be Remitted To:
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is understood that this authorization shall begin on the first payroll period following this date, but no sooner than October 20, and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and the said Association.

Date: _____

Signature _____

Social Security No. _____

APPENDIX D
GRIEVANCE FORM

Distribution of Form

- 1. Association
- 2. Employee
- 3. Employer

Step 1: Date Filed _____

Step 2: Date Filed _____

Grievant(s)

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated* _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature _____

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
Or Immediate Supervisor

Date

STEP 3

A. _____
Signature of Grievant Date Filed

B. Disposition by Superintendent or His/Her Designee* _____

Signature of Director of
Instructional Services

Date

STEP 4

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

*** NOTE: This form assumes that an informal step has been added.